BANGALORE DEVELOPMENT AUTHORITY

OFFICE OF THE Superintendent of Police, Special Task Force and Vigilance

Bangalore Development Authority
Kumara Park West, T. Chowdaiah Road,
Bangalore – 560020

REQUESTFORPROPOSALFOR PROVIDING VEHICLESFOR BDA DEMOLITION SQUAD ON OUTSOURCED BASIS

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Bangalore Development Authority

T. Chowdaiah Road, Kumara Park West Bangalore – 560 020

TENDER NOTIFICATION

(on e-procurement basis)

Bangalore Development Authority [BDA] invites bids from reputed Service providers for "providing vehicles for BDA demolition squad on outsourced basis for a period of 12 months". Selection will be based on Quality & Cost Based Selection Procedure (QCBS).

Sl No	Name of the Work	EMD amount
1	Providing vehicles for BDA demolition squad on outsourced basis for a period of 12 months.	Rs.0.65 lakh through e-procurement portal

2. Interested applicants can view and download the complete RFP document from Government of Karnataka e-procurement portal https:// https://kppp.karnataka.gov.in/
3. Bid Security (EMD) shall be paid as mentioned in the document
4. Bids must be submitted online only through e-procurement portal on or before (refer as per KPPP portal) upto 16.00 hrs.
5. Pre bid Queries, if any shall be submitted on or before (refer as per KPPP portal), upto 17.00 hrs through e-portal only
6. clarification to Queries will be uploaded in e-portal on or before (refer as per KPPP portal)
7. Technical Bids will be opened on (refer as per KPPP portal).
8. Please note that the Authority reserves the right to accept or reject allot any of the Bids without assigning any reason whatsoever.
9. Further, any addendums/clarifications/calendar o f events regarding the bid documents will be published / uploaded only on e-procurement portal and BDA website.

* Please note henceforth, any changes in the schedule will not be published through News papers and further changes will be updated only on e-portal / BDA Website.

Executive Engineer

Infrastructure Division
Bangalore Development
Authority
Bangalore-560020

REQUEST FOR PROPOSAL (RFP) SCHEDULE

RFP Reference No: Dated:

1. Date of Commencement of Download of RFP Document from e Procurement website http://eproc.karnataka.gov.in	:	Refer e-portal
2. Last Date and Time for uploading Online Queries[1] in e Procurement Portal	:	Refer e-portal
3. Date and Time of Pre-bid Meeting	:	Refer e-portal at the following venue: OFFICE OF THE Superintendent of Police, Special Task Force and Vigilance, Bangalore Development Authority, Kumara Park West, T. Chowdaiah Road, Bangalore – 560020
4. Last Date and Time for uploading of RFP in eProcurement portal	:	Refer e-portal
5. Date and Time of Online Opening of RFP Applications[2]	:	Refer e-portal
6. Place of Opening of RFP	:	Online at e-Procurement portal
7. Address for Communication	:	OFFICE OF THE Superintendent of Police, Special Task Force and Vigilance, Bangalore Development Authority, Kumara Park West, T. Chowdaiah Road, Bangalore – 560020

In the event of the specified date of opening of RFP being declared a holiday for

the Employer, the RFP will be opened on the next working day at the same time.

SECTION I – LETTER OF INVITATION

BANGALORE DEVELOPMENT AUTHORITY

Executive Engineer
Infrastructure Division

Bangalore Development Authority
Kumara Park West, T. Chowdaiah
Road, Bangalore – 560020

Dear Service Providers,

1. The Executive Engineer (Infrastructure Division), on behalf of the Bangalore Development Authority, invites Proposals under eProcurement (two cover system) for providing vehicles for BDA demolition squad on outsourced basis for a period of 12 months. More details on the Services are provided in the Terms of Reference.
2. The RFP is open to all service providers registered in India.
3. The service providers will be selected under Quality and Cost-Based Selection (QCBS) and procedures described in this RFP.
4. The RFP includes the following documents:
   4.1. Section 1 - Letter of Invitation
   4.2. Section 2 - Information to Service Provider
   4.3. Section 3 - Technical Proposal - Standard Forms
   4.4. Section 4 - Financial Proposal - Standard Forms
   4.5. Section 5 - Terms of Reference
   4.6. Section 6 - Standard Form of Contract.
5. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through e-procurement portal.

Yours sincerely,

Executive Engineer
Infrastructure Division
BDA

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

1. Introduction

The

1.1. The Executive Engineer (Infrastructure Division),on behalf of the Bangalore Development Authority, invites Proposals under e-Procurement (two cover system) for providing vehicles for BDA demolition squad, on outsourced basis for a period of 12 months. More details on the Services are provided in the Terms of Reference. The RFP is open to all service providers registered in India. The service providers will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the RFP schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. Will have the right to require that, GOK to inspect Service

Provider’s accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.6. Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

1.7. Earnest Money deposit or Bid security

1.7.1. The Service Provider shall furnish Bid EMD Rs. 75,000/- +

e- procurement Processing fee

1.7.2. The Bid Security shall be paid in the E-Procurement Portal using any of the following payment modes:

a) Credit Card

b) Direct Debit

c) National Electronic Funds Transfer (NEFT)

d) Over the Counter (OTC). The OTC payment facility shall be available at designated ICICI bank branches for making payments from the dates of notification of IFB.

1.7.3. Confirmation of the receipt of the Bid processing fee and Bid Security in Government of Karnataka central pool A/c held at ICICI Bank shall be verified. If an acceptable Bid Security is not received then the e- Procurement portal will not allow the bidder to submit its bid.

1.7.4. The Bid Security of unsuccessful Bidders will be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.

1.7.5. The Bid Security may be forfeited:

a) if a Bidder

i) withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form and extension of bid validity thereof;

b) if the successful Bidder fails to:

i) sign the Contract;

ii) Furnish a Performance Security.

1.7.6. EMD is not Exempted for MSME/SSI is only to the procurement of goods not for the services as per govt order FD/295/exp/12/2019 Dt 26/3/2019.

2. Clarification and Amendment of RFP Documents

2.1. Clarifications on the RFP may be uploaded online in eProcurement portal as per the RFP Schedule. Only Online Queries through eProcurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may,

for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will

be uploaded in the E-portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1. Service Provider are requested to submit a Proposal written in the English language.

Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Service Provider may have arrangement with vehicle owners for this Assignment.

Vehicles:

Sl.	Vehicle	Numbers
1	Bolero Jeep, Tata sumo and other similar vehicles	5
2	Tempo Traveler Vehicle	1

3.4. The Technical Proposal should contain following documents; bidders should upload all the documents which is mandatory to continue for considering technical evaluation:

1.	Earnest Money Deposit 65,000/-
2.	GST registration certificate.
3.	Details of the Service Provider. (As per Format enclosed)
4.	Detailed proposed work plan and methodology, on how they are going to implement and monitor vehicles services for demolition squad.
5.	Should have operated current account for last 3 years with or without OD
6.	Pan Card Copy.
7.	The Agency should have valued ISO Certification. (Enclose the certificate)
8.	Income Tax return filed by the Service Provider for the last three financial years in the Income Tax Department.

9.		Bidder should have provided Vehicle services for 07 or more numbers in any of the last three financial years, i.e., 2022-23, 2023-24, 2024-25 and should upload work.
10.		Affidavit (As per Format given in Tender Document)
11.		Should have satisfactorily completed at least 07 or more Vehicle deployed in any one of the last 3 financial years. i.e., 2022-23, 2023-24, 2024-25.
12.		The firms shall have a minimum Annual Turnover of Rs. 1.50 crores from Service provider in any two years of the last 03 years, Certified by Chartered Accountant. i.e., 2022-23, 2023-24, 2024-25.
	13.	Please upload the following related documents: Vehicle Registration Certificate (RC), Comprehensive Insurance Policy, Emission Test Certificate, Fitness Certificate.
	14.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE (Section V – TOR of RFP)

3.5. The Technical Proposal shall not include any financial information.

Financial Proposal

3.6. vehicles hire rate is fixed by the BDA as below and this rate fixed for Tender period:

3.7.

Sl. No.	**Class of Employment/ Vehicle**	**Total Vehicles Required**	**Minimum Rate fixed for 1 Vehicle per Month by BDA**
1	Bolero Jeep, Tata sumo and other similar vehicles	5	
2	Tempo Traveler Vehicle	1	

3.8. The rate should be quoted in E-procurement portal only.

Sl.	**Financial offer**	**Percentage of Service charge including GST(%)**
1.	Bidder has to quote **service charges** for the total estimated bill in Percentage only	

Note: Minimum 2% service charges is fixed. If bidders quote less than 2% those financial offers will be rejected

3.9. The Proposals must remain valid for 90 days after the submission date, during this period; the Service provider is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the eProcurement portal https://kppp.karnataka.gov.in/. The bidder shall upload the proposals in the eProcurement Portal on or before the due date and time specified in the RFP Schedule.

4.2. The Technical Bids will be opened online in the eProcurement portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the eProcurement portal.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client, evaluates the proposals on the basis of point system specified below. Each responsive proposal will be given a technical score (S_t). A proposal shall be rejected at this stage if it fails to achieve the minimum technical score 75.

Sl.	Evaluation Criteria	Points
1.	Bidder should have provided Vehicle services for 07 or more numbers in any of the last three financial years, i.e., 2022-23, 2023-24, 2024-25 and. Should upload work orders.	15
2.	Detailed proposed work plan and methodology, on how they are going to implement and monitor the vehicles services for BDA demolition squad.	15
3.	Satisfactory Performance Certificate / Letter from clients for providing Driver/Vehicle services. (If bidder submits satisfactory letter for 07 or more numbers in any one of the last three financial years i.e 2022-23, 2023-24, 2024-25 then 15 marks will be allocated.)	15
4.	Average turnover statement of 3 financial years, i.e., 2022-23, 2023-24, 2024-25 Certified by Chartered Accountant. If the bidder is having 1.50 Crores turnover – 10 marks If the bidder is having turnover of more than 1.50 Crore, - 20marks	20
5.	Number of years existence in operation Existence >05 Years - 15 Marks else if 03-05 years – 7.5 marks else if <03 Years - 5 marks Valid registration certificate to be submitted.	15

6.	Please upload the following related documents: Vehicle Registration Certificate (RC), Comprehensive Insurance Policy, Emission Test Certificate, Fitness Certificate.	20
Total		**100**

a) The minimum technical score required to pass is: **75 points.**

b) The BDA reserves the right to seek clarification and/or any additional information including documents during the evaluation provided they were existing prior to bid submission, i.e., of historical nature.

c) If Bidder fails to upload all the mandatory documents as per the evaluation criteria or invalid documents, then zero points will be allocated.

d) All documents to be uploaded on e-portal only and physical submission of documents at a later date or on verification day will not be entertained.

e) Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD, If they have made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and /or Record of poor performance such as not properly completing the contract of financial failures etc.,

f) The bidder shall indicate any deviations to terms & conditions if any. Otherwise, it will be presumed that, the bidder has accepted terms & conditions of the tender.

g) After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.

h) Quantities noted above are provisional and subject to change as per provisions of KTPP Act, 1999.

i) BDA reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BDA consequently.

j) The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.

k) The tender not submitted through e-procurement portal and also non- submission of EMD is liable to be rejected.

l) The person/firm who is having criminal background or insolvent is not eligible to par*ti*cipate in the tender.

m) The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer. If deviation certificate is not uploaded, it will be treated as there are no deviations and the contractor has accepted the tender conditions.

n) The Contract is for a period of two year from the date of contract order. In case of any unsatisfactory performance, BDA has the right to cancel the order without giving any notice.

Opening and Evaluation of proposals, Financial Proposals; Ranking

5.4. After the technical evaluation is completed, the Client shall mark the proposals in eProcurement Portal, which did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the eProcurement portal, who have secured the minimum qualifying mark in the technical evaluation.

5.5. The financial bids shall be opened online in the eProcurement portal.

5.6. The evaluation committee will determine whether the Financial Proposals are complete, correct any computational errors.

5.7. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as [Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1): The weights given to the technical and Financial Proposals are: T= 0.75 and P= 0.25 . S=St×T%+Sf×P%. The Service provider achieving the highest combined technical/ financial score will be invited for negotiations/award of contract.

6. Negotiations

6.1. The negotiation will be conducted through eProcurement portal/mail communication.

6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Service Provider will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Service Provider can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail,

the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will notify other Service Provider on the shortlist that they were unsuccessful, in the E-portal only and return the Financial Proposals /EMD if any of those Service Provider who did not pass the technical evaluation.

7.2. The tentative date of Assignment is from 2025.

7.3. Within 15 days of receipt of Notification of Award, the successful bidder shall submit the Details of Staff deputing of all the manpower proposed for deployment at the Client's locations. The Client shall review the details of all the manpower proposed by the successful bidder. The successful bidder shall post the manpower at site only after receiving approval of the Client.

7.4. Within fifteen (15) days of the receipt of notification of award from the Client, the successful Bidder shall furnish the Performance Security (5% of Tender amount). The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through E-procurement.

7.5. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

Date: …. / …. /……..

To,

The Superintendent of Police,

Special Task Force and Vigilance,

Bangalore Development Authority, Bangalore

Dear Sir/Madam,

RFP Ref. No.

Subject: Request for Proposal for Providing Vehicles for BDA Demolition Squad on outsourced Basis.

……

We, the undersigned, offer to provide Vehicles to BDA on outsourced basis,
for the above in accordance with your Request for Proposal vide no. ……. dated …./…./…….. We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 90 days of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal

you receive. We remain,

Yours sincerely,

2. Details of Service Provider'

Sl.	Particulars	Details	
1.	Company Name		
2.	Address of Registered Office		
3.	Contact Details	Landline	
		Mobile	
		Fax	
		Email	
4.	Director / CEO details	Name	
		Landline	
		Mobile	
		Fax	
		Email	
5.	Authorized Signatory for this RFP	Name	
		Landline	
		Mobile	
		Fax	
		Email	

[Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this RFP]

6.	Branch Offices	Sl.	City	State	Address	Landline
		1.				
		2.				

7.	Total Number of Staff Employed on bid submission date	Sl.	Designation	No of Staff
		Employed	1.	
			2.	
			Total	

Authorized Signature:	Name:
Title: Company Seal:	

3. Service Provider/s references

[Services Carried Out in the Last three Years that Best Illustrate Qualifications]

Using the format below, provide information on each reference assignment for which your firm/company was legally contracted.

Sl.	Particulars	Details
1.	Assignment Name	
2.	Client Name	
3.	Client Address	
4.	Client Contact Details	**Name** / **Designation** / **Mobile** / **Email**
5.	Contract Start Date	
6.	Contract Completion Date	
7.	Contract Period	

Authorized Signature: Name: Title: Company Seal:	

4. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client

Sl.	Particulars	Comments and Suggestions
1.	Terms of Reference Data, services & facilities to be provided by the client	
2.		

Authorized Signature: Title: Company Seal:	Name:

5. Description of the methodology and work plan for performing the assignment

The Service provider should submit detailed proposed work plan and methodology, on how they are going to implement and monitor the vehicles service. Brief Note on Following:

- Vehicle deployment in time after the contract award.
- Replacement Time.

Authorized Signature: Name: Title: Company Seal:	

6. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.] [Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past three years is given below.

Sl.	**Financial Year**	**Turnover (in Crores)**
1.	2022-23	
2.	2023-24	
3.	2024-25	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	Seal of Chartered Accountant	Registration Number
Name of Chartered Accountant	Date	
Place		

7.Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 100/-] [The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s ..... on day _____, Year _____, having its registered office at ....for the Request for Proposal of Bangalore development Authority for .....vide reference no. .....dated ..../..../.....

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, curriculum vitae, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. ..... is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), etc.
5. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BDA for the period of five years.

Identified by me:

Deponent

Advocat

e Name:

Title:

Compan

y: Date:

Place:

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

(Not Used)

Rates should be quoted in E-portal only.

SECTION V – TERMS OF REFERENCE (TOR)

1. Scope of Work

1. Provide vehicles in good working condition, hygienically cleaned, and well-maintained, with decent upholstery and comfortable fittings.
2. Vehicles must carry all necessary RTO-related documents, including registration certificates, comprehensive insurance policies, and Pollution Under Control (PUC) certificates.
3. Equip vehicles with a certified fire extinguisher and a first-aid box.
4. Arrange for a backup vehicle immediately in case of breakdown to ensure uninterrupted service.

- Repair charges in relation to the vehicle provided has to be borne by the service provider or if vehicle in under repair alternate arrangement has to be made for providing the vehicle. If not Security Deposit will be forfeited.
- Maintenance of the vehicle, repair charges, service charges, Diesel etc., has to be borne by the service provider. BDA is not responsible for any damages if occurs to the vehicle or harm to / loss of life of the personnel while executing the work. It is the responsibility of the Agency.
- Immediate arrangements shall be made for providing alternate vehicles and If not, besides deducting the cost, penalty to the extent decided by the Authority will be levied and deducted out of the immediate next bill.
- Maintenance of the vehicle, repair charges, service charges, fuel charges, payment of GST, insurance etc., shall be borne by the Agency.
- BDA will not be responsible for any damages / accidents / harm occurring to the vehicles during process of providing service and it is the sole responsibility of the Agency.

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the ..... day of the month of ....., 2025, **BETWEEN** on the one hand, ... (Hereinafter called the "Client") **AND** on the other hand, ...(Hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC (General Conditions of Contract attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to hereby agree as follow:

1) The following documents attached here to shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) RFP document
   d) Terms of reference
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BDA

By,

FOR AND BEHALF OF

[Name of Service Provider]

By [Authorized Signatory]

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

c) “Effective Date” means the date on which this Contract comes into force.

d) “Contract Price” means the price to be paid for the performance of the Services;

e) "GCC" means these General Conditions of Contract;

f) "Government" means the Government of Karnataka;

g) "Local currency" means Indian National Rupee;

h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

i) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

j) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

k) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have

been made when delivered in person to an authorized representative of the Party to whom the

communication is addressed, or when sent by registered mail specified in this RFP.

2.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the RFP.

2.1.7. Taxes and Duties

The Service Provider shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 24 months.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BDA.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as

such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than sixty
(60) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and sixty
(60) days in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider’ notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC
2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

2.3.2. Conflict of Interest

1) Service Provider Not to Benefit from Commissions, Discounts, etc.

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with

activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that any Sub-Service Provider, and agents of either of them, similarly shall not receive any such additional remuneration.

2) Procurement Rules of Funding Agencies

a) Deleted.

3) Service Provider and Affiliates Not to engage in certain Activities

a) The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing services for any project resulting from or closely related to the Services.

4) Prohibition of Conflicting Activities

a) The Service Provider shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this RFP.

2.3.3. Confidentiality

The Service Provider, shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its staff pursuant to this Contract;

2.3.5. Reporting Obligations

Deleted.

2.3.6. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.7. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

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2.4. Obligations of the Client

2.4.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

2.4.2. Services and Facilities

Services as per TOR.

2.5. Payments to the Service Provider

2.5.1. Lump Sum Remuneration

Deleted.

2.5.2. Contract Price

Deleted

2.5.3. Payment for Additional Services

Nil.

2.5.4. Terms and Conditions of Payment

a) Attendance extract and trip sheet for vehicle.

b) The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.

In case if there is any dispute regarding the payment for any month the decision of the Commissioner BDA will be final.

2.5.5. Interest on Delayed Payments

Nil.

2.6. Settlement of Disputes

2.6.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

2.6.2. Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

2.6.3. Arbitrations:

1) Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Commissioner, BDA serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Commissioner's Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

2.7. Performance Security

a) Within 15 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 5% of the total estimated amount, valid up to 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
- A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favor of the Purchaser.; or
- Specified small savings instruments pledged to the Purchaser.

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider's performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.8. Risk Clause

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BDA reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by

BDA from the Contractor Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BDA on a mutually agreed basis and regular meetings will be held with the BDA_____

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BDA and shall not knowingly lend to any person or company any of the effects or assets of the BDA under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BDA due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BDA representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BDA for any loss or damage caused by any act of the service provider or its employees or staff etc.

f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BDA.

f. Licenses if any required for services at the site will be procured by the service provider.

g. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

Checklist for Documents to be submitted

[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the RFP document and in clear & readable format, before the RFP due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the RFP due date and time. Therefore, the bidders are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.]

1.	Earnest Money Deposit 65,000/-
2.	GST registration certificate.
3.	Details of the Service Provider. (As per Format enclosed)
4.	Detailed proposed work plan and methodology, on how they are going to implement and monitor vehicles services for BDA demolition squad.
5.	Should have operated current account for last 3 years with or without OD
6.	Pan Card Copy.
7.	The Agency should have valued ISO Certification. (Enclose the certificate)
8.	Income Tax return filed by the Service Provider for the last three financial years in the Income Tax Department.
9.	Bidder should have provided Vehicle services for 07 or more numbers in any of the last three financial years, i.e., 2022-23, 2023-24, 2024-25 and should upload work.
10.	Affidavit (As per Format given in Tender Document)

11.		Should have satisfactorily completed at least 07 or more Vehicle deployed in any one of the last 3 financial years. i.e, 2022-23, 2023-24, 2024-25.
12.		The firms shall have a minimum Annual Turnover of Rs. 1.50 crores from Service provider in any two years of the last 03 years, Certified by Chartered Accountant. i.e, 2022-23, 2023-24, 2024-25.
	Please upload the following related documents: Vehicle Registration Certificate (RC), Comprehensive Insurance Policy, Emission Test Certificate, Fitness Certificate,.	
	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE (Section V – TOR of RFP)	